

## **NIGP License Agreement**

The National Institute of Governmental Purchasing, Inc. and Periscope Holdings, Inc., hereafter referred to as NIGP and Periscope, respectively, provide and license the use of the NIGP Commodity/Services Code only on the following terms and conditions. Carefully read these terms and conditions. Should you not agree to them, return this form to us unsigned. However, if you do agree to them, please sign the agreement and return it to Periscope, promptly. Upon receipt, Periscope will provide access to the Code based on the media selected on your order form.

- 1. **COPYRIGHT:** The NIGP Commodity/Services Code is copyrighted by NIGP. You may use, copy, or transfer the Code or documentation, or any copy or merged portion of the Code or documentation herein only as expressly authorized in this Agreement.
- 2. LICENSE: This license is for use only on a single computer system or network at one time for the conducting of licensee's centralized purchasing operations. This license may be extended to include multiple copies for use on multiple computer systems or networks and/or to other entities within the jurisdiction of the licensee with payment of the appropriate additional fee under the terms of Amendment 1 to the NIGP Commodity/Services Code License Agreement, which upon execution, becomes a part of this Agreement
- 3. **BACKUP COPIES:** You may make machine-readable copies of the Code in support of your use of the Code on a single computer. You may not otherwise copy the Code, except as provided by a properly executed Amendment 1.
- 4. **ASSIGNMENT:** The Code and your rights under this Agreement may not be transferred or assigned to another party.
- 5. **TERM:** This Agreement and the License created thereby are effective until terminated. The license may be terminated at any time by the Licensee or Licenser by providing the other party the reason for the termination in writing. The letter must be sent to the other party prior to the renewal date of the license annual subscription fee. Failure to renew the license as the result of non-payment of the annual subscription fee when due will be just cause for termination of this license to use the Code. Termination of the license to use the Code means you must either (1) destroy the Code with all copies, modifications, and portions merged into other programs or copies, or (2) return the Code along with all copies, modifications, and portions merged into other programs or copies thereof, to Periscope.
- 6. **LIMITED WARRANTY:** NIGP and Periscope, sole warranty is that the Code media, whether it be on diskette, CD ROM, magnetic tape, in printed form, or from the Internet, will be free from defects in materials and workmanship under normal use for a 30-day period from the date of receipt by you or your entity. In selecting this Code, you assume full responsibility:
  - that it will meet your needs for installation and use,
  - that it is compatible with the software and hardware on which it will be used, and,
  - for verifying the results obtained from such use.

NIGP and Periscope expressly exclude any warranty that the Code will meet your needs, that the Code will operate error-free or uninterrupted on any particular hardware, or that it will meet any need not expressly described.

If an error or defect in the Code becomes apparent during the 30-day warranty period, immediately report the defective item with proof of the date of purchase and a description of the defect to Periscope. Upon confirming the error or defect, Periscope will repair or replace the item or refund the licensing fee to you at its exclusive option.

EXCEPT AS STATED ABOVE, NEITHER NIGP NOR PERISCOPE MAKES ANY OTHER WARRANTY REGARDING THE CODE, INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES. NIGP AND PERISCOPE EXPRESSLY DISCLAIM THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AND ANY OTHER WARRANTY, EXPRESS OR IMPLIED.

## THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

- 7. **LIMITATIONS OF REMEDIES:** Your remedy and the entire liability NIGP and Periscope shall be exclusively as set forth above Neither NIGP nor Periscope will be liable to you for damages whether under theory of warranty, tort, including NIGP's, Periscope or another party's negligence, product liability or otherwise, including any lost profits, lost savings, or other incidental or consequential damages arising from the use of your inability to use the Code or the breach of any expressed or implied warranty, including negligence, even if NIGP and Periscope or its agent have been advised of the possibility of such damages. In no event shall NIGP and Periscope liability for damages exceed the greater of \$ 100 or the total amount paid for the license granted hereunder. Some states prohibit the above limitations, so they may not apply to you.
- 8. **FURTHER LICENSE:** Any attempt to copy the Code as described above or to sublicense, assign, or transfer this License or the Code covered hereunder except as provided in this Agreement, shall void the License.
- 9. **ACCEPTANCE:** By signing this document, you acknowledge reading this Agreement, that you understand this Agreement and agree to be bound by its terms.
- 10. **EXECUTION OF LICENSE:** A copy of this license, to be properly executed, must be signed and returned to Periscope. This will ensure proper documentation for Periscope user file, and prompt notification of future updates and/or enhancements.